



St. Charles Parish
Meeting Agenda
Parish Council
Supplemental

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
<http://www.stcharlesparish-la.gov>

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier

Monday, January 7, 2013 **6:00 PM** **Council Chambers, Courthouse**
Final

SUPPLEMENTAL

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

S* 1 2012-0452 (1/7/2013, Wilson)
 Proclamation: Martin Luther King, Jr. Day

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Tuesday, January 22, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville
(No items for the regular Agenda)

S* 2 2013-0002 (1/7/2013, St. Pierre, Jr., Department of Public Works)
 An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish
 Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual
 quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

Legislative History

1/7/13 Parish President Introduced

S* 9 2013-0003 (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning)
 An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith -
 "Southern Express Air Conditioning & Heating, LLC" - a heating and air conditioning contractor - at
 103 Champagne Lane, Ama.

Legislative History

12/7/12	Department of Planning & Zoning	Received/Assigned PH	
1/3/13	Department of Planning & Zoning	Recommended Approval	Planning Commission
1/3/13	Planning Commission	Recommended Approval	Parish Council
1/7/13	Parish President	Introduced	

S* 14 2013-0004 (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

Legislative History

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	

S* 16 2013-0005 (1/7/2013, Hogan)

An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

Legislative History

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	

S* 18 2010-0430 (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

Legislative History

12/15/10	Legislative Committee	Meeting Cancelled	
2/8/11	Legislative Committee	Discussed	

Speakers:

Ms. Kim Marousek, Planning & Zoning Director

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	

S* 20 2013-0006 (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.

Legislative History

1/3/13	Department of Parks and Recreation	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	

S* 22 2013-0007 (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Fauchaux, Wilson)

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BK1) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

Legislative History

1/7/13	Parish President	Introduced	
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S* 27 2013-0008 (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Fauchaux, Wilson)

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

Legislative History

1/7/13 Parish President Introduced

S* 33 2013-0009 (1/7/2013, Wilson)

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "No Overnight Parking" signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

Legislative History

1/7/13 Council Member(s) Introduced

PLANNING AND ZONING PETITIONS

S* 34 2012-0445 (12/17/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning from CR-1 to R-1AM at 1076 Paul Maillard Road, a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, as per a survey dated December 3, 2012 by Stephen Flynn, Boutte, as requested by David Williams.

Additional Data (Regular Agenda - Page 15)

Legislative History

10/26/12	Department of Planning & Zoning	Received/Assigned PH	
12/6/12	Department of Planning & Zoning	Recommended Denial	Planning Commission
12/6/12	Planning Commission	Recommended Approval	Parish Council
12/17/12	Parish President	Introduced	
12/17/12	Parish Council	Publish/Scheduled PH	

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2012-0452

PROCLAMATION

WHEREAS, *it is appropriate that on January 21, 2013, we celebrate and offer special recognition to Dr. Martin Luther King, Jr. for his unselfish nonviolent dedication to the Civil Rights Movement; and,*

WHEREAS, *we recognize that his fortitude and dedication to the Civil Rights Movement has carved a place for Dr. King in history for all races as a continual fight for freedom, equality, and justice; and,*

WHEREAS, *Dr. King, born in Atlanta, ordained a Baptist Minister in 1954, received his doctorate from Boston University in 1955, received the 1964 Nobel Peace Prize and became a leader of U. S. Civil Rights, spoke from his heart on August 28, 1963 on the steps of the Lincoln Memorial when he gave his famous speech "I Have a Dream"; and,*

WHEREAS, *Dr. King's words rang out across America and became deeply rooted in the American dream that we would follow the true meaning of the words of Abraham Lincoln, "We hold these truths to be self-evident; that all men are created equal", the true dream of Dr. King; and,*

WHEREAS, *Dr. King was assassinated on the balcony of the Lorraine Hotel in Memphis, Tennessee on April 4, 1968 marking a passage of history and the understanding that Dr. King did not die in vain but whose leadership and dreams will live on through history with a yearly celebration throughout the United States as a day of remembrance.*

SO, IN REMEMBRANCE OF THE CONTRIBUTION OF DR. MARTIN LUTHER KING, JR. AS A LEADER OF THE CIVIL RIGHTS MOVEMENT, THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT DO HEREBY PROCLAIM

JANUARY 21, 2013

AS

MARTIN LUTHER KING, JR. DAY

IN

ST. CHARLES PARISH

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

LARRY COCHRAN
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2013-0002

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

WHEREAS, Ordinance No. 12-8-17 adopted August 20, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P080502-5, Carriage Canal Bank Repairs, to Cycle Construction Co., LLC; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$58,128.23 and decrease contract time by 31 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. P080502-5, Carriage Canal Bank Repairs to decrease the contract amount by \$58,123.23 and decrease the contract time by 31 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE December 10, 2012

EFFECTIVE DATE

OWNER	St. Charles Parish Department of Public Works and Wastewater
CONTRACTOR	Cycle Construction Co., L.L.C.
Contract:	Carriage Canal Repairs
Project:	P080502-5 – Carriage Canal Repairs
OWNER's Contract No.	P080502-5
ENGINEER	Evans-Graves Engineers, Inc.
	ENGINEER's Contract No. 2008-21-810

You are directed to make the following changes in the Contract Documents:

Description:

1. Delete the Following Work Items:

- a. Contract Item No. 8 Relocation of Infrastructure
Delete item in its entirety (change to "Not Used"). (\$50,000.00)

Total of Deducted Items = (\$50,000.00)

2. Add the Following Work Items:

- a. Contract Item No. 9 Fabric and Sand Backfill
Add item in its entirety. \$11,051.00
- b. Contract Item No. 10 Weld and Paint Closure Pieces (2 EA)
Add item in its entirety. \$1,798.00
- c. Contract Item No. 11 Material Cost Only for Unused Sheet Pile
Add item in its entirety. \$7,266.47

Total of Added Work Items = \$20,115.47

3. Revise the Following Work Item Quantities:

- a. Contract Item No. 4 Embankment
The quantity is to be decreased by 53 CY (\$1,113.00)
- b. Contract Item No. 5 Steel Sheet Piling
The quantity is to be decreased by 1,023.80 SF (\$27,130.70)

Total of Change in Work Items Quantities = (\$28,243.70)

TOTAL CHANGE IN PROJECT COST (CREDIT) = (\$58,128.23)

See Attachment No. 1 – Description of Changes, for more detail.

Reason for Change Order:

1. Deleted Work Items
- a. Contract Item No. 8 was not required. There was no hidden infrastructure encountered during construction which presented an underground obstruction to sheet pile driving.
2. Add Work Items
- a. Contract Item No. 9 was added to change the backfill material from clay embankment (Item No. 4) to sand, and to add a layer of geotextile fabric to encapsulate the backfill and prevent leakage through the sheet pile joints. Based on observed field conditions, it was determined that a lightweight sand backfill would be a better construction material and would compact better behind the wall. Refer to Item 3(a) below.
- b. Contract Item No. 10 was added to provide a solid closure between the existing wingwall and the new sheet pile wall, to prevent loss of backfill material at the interface location. The original plans called for a butt joint at this interface, but due to the different shapes of the two sheet pile sections and difficulty driving immediately adjacent to the existing wingwall, a consistent closure was not able to be achieved, so it was decided that the two sections should be welded together.

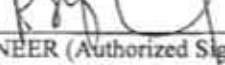
- c. Contract Item No. 11 was added to account for the Contractor's purchase of sheet pile material that was deleted from the project (Item No. 5). The materials should be reimbursed, but there should be no charge to the project for labor or equipment. Refer to Item 3(b) below.
- 3. Revise Work Item Quantities
 - a. Contract Item No. 4 Embankment contained a quantity of material for backfill and a quantity of material for topsoil. The backfill material was changed to sand, and so the backfill portion of the total quantity was deleted from the project. The remaining quantity is for topsoil on top of the new sand backfill. Refer to Item 2(a) above.
 - b. Contract Item No. 5 Steel Sheet Piling was adjusted to delete several sheet piles from the project which were determined based on field conditions to be unnecessary to the project's successful implementation. The reduction in sheet pile quantity at the contract unit price covers materials, labor, and equipment. While the labor and equipment portion of these additional sheets could be deleted since no work was done on these deleted sheet piles, the Contractor was still owed money for the purchase of the materials; and so Item No. 11 was added to account for this. Refer to Item 2(c) above.

Attachments: No. 1 – Description of Changes

CHANGE IN CONTRACT PRICE:
Original Contract Price \$558,810.00
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$0.00
Contract Price prior to this Change Order: \$558,810.00
Net increase (decrease) of this Change Order: (\$58,128.23)
Contract Price with all approved Change Orders: \$500,681.77

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: 0 Ready for final payment: 0
Contract Times prior to this Change Order: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013
Net increase (decrease) this Change Order: Substantial Completion: 31 Ready for final payment: 31
Contract Times with all approved Change Orders: Substantial Completion: December 6, 2012 Ready for final payment: January 20, 2013

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)

APPROVED:

By: _____
OWNER (Authorized Signature)

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

Jonathan N. Kernion President

Date: 12-10-12

Date: _____

Date: 12/10/12

CHANGE ORDER

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both. **A draft copy of the change order shall be reviewed by the St Charles Parish Engineer before final copies are circulated for signatures.**

Once Engineer has completed and signed **SIX(6) ORIGINAL COPIES** of the change order, the six(6) copies should be sent to Contractor for approval and signatures. After contractor approval, all six(6) copies should be sent to the owner for introduction and council vote. Once the change order has been approved by the St. Charles Parish Council, executed copies of the change order will be distributed to the Engineer and Contractor.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

ATTACHMENT NO 1 - DESCRIPTION OF CHANGES

P080502-5 Carriage Canal Repairs

Item No.	Description	Unit	Original Contract		Change Order No. 1		Total to Date		Increases	Decreases	Deletions	Additions
			Quantity	Cost	Quantity	Cost	Quantity	Cost				
1	Mobilization/ Demobilization	LS	1.00	\$65,000.00			1.00	\$65,000.00				
2	Clearing and Grubbing	LS	1.00	\$18,000.00			1.00	\$18,000.00				
3	Excavation	CY	1,000.00	\$26.50			1,000.00	\$26,500.00				
4	Embarkment	CY	110.00	\$21.00	(53.00)	(\$1,113.00)	57.00	\$1,197.00		(\$1,113.00)		
5	Steel Sheet Piling	SF	14,720.00	\$26.50	(1023.80)	(\$27,130.70)	13,696.20	\$362,949.30		(\$27,130.70)		
6	Hydroseed	SY	320.00	\$6.00			320.00	\$1,920.00				
7	Construction Layout	LS	1.00	\$5,000.00			1.00	\$5,000.00				
8	Relocation of Infrastructure Items	LS	1.00	\$50,000.00	(1.00)	(\$50,000.00)	0.00	\$0.00			(\$50,000.00)	
9	Fabric and Sand Backfill	LS	0.00	\$11,051.00	1.00	\$11,051.00	1.00	\$11,051.00				\$11,051.00
10	Weld and Paint Closure Pieces (2 EA)	LS	0.00	\$1,798.00	1.00	\$1,798.00	1.00	\$1,798.00				\$1,798.00
11	Material Cost Only for Unused Sheet Pile	LS	0.00	\$7,266.47	1.00	\$7,266.47	1.00	\$7,266.47				\$7,266.47

TOTALS: \$558,810.00 (\$58,128.23) \$500,681.77 \$0.00 (\$28,243.70) (\$50,000.00) \$20,115.47

RESULTING COST INCREASE (DECREASE) TO ST. CHARLES PARISH

(\$58,128.23)

-10.40% of Base Bid



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: www.stcharlesparish-la.gov


V.J. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR

January 3, 2013



TO: Tiffany K. Clark
Council Secretary

FROM: Sam C. Scholle 
Director of Public Works/Wastewater

SUBJECT: Carriage Canal Repairs
St. Charles Parish Project No. P080502-5

Please prepare for introduction Change Order No. 1 (Final) for the above referenced project at the upcoming council meeting on January 7, 2013. An electronic copy of the ordinance will be sent by email.

Thank you for your usual cooperation.

SCS:jgl

Attachments

2013-0003

**INTRODUCED BY: V.J. ST. PIERRE, JR. PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith – "Southern Express Air Conditioning & Heating, LLC" – a heating and air conditioning contractor – at 103 Champagne Lane, Ama.

WHEREAS, the St. Charles Parish Code of Ordinances, Appendix A, Section XXII states that home occupations requiring any state license or permit must be approved by the Parish Council; and,

WHEREAS, the home occupation permit requested by James H. Smith requires licensing by the Louisiana State Licensing Board for Contractors; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at a regular meeting on January 3, 2013.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the request for a home occupation permit by James H. Smith to operate "Southern Express Air Conditioning & Heating, LLC" – a heating and air conditioning contractor – at 103 Champagne Lane, Ama. – is approved; and,

SECTION II. That the Department of Planning & Zoning is authorized to grant James H. Smith a home occupation permit to operate "Southern Express Air Conditioning & Heating, LLC" – a heating and air conditioning contractor – at 103 Champagne Lane, Ama.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZHO-2013-01 requested by James H. Smith for special permission to operate the following home occupation – “Southern Express A/C and Heating” – a subcontractor for an a/c installation and service. The home occupation will be at 103 Champagne Ln., Ama. Zoning District M-2. Council District 2.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT CASE NUMBER: HO 2013-01

GENERAL APPLICATION INFORMATION

- ♦ **Name/Address of Applicant:** Application Date: 12/7/2012
James H. Smith
103 Champagne Lane
Ama, LA 70031
504.431.7825 / 504.418.0190 / Jneontanlyn@yahoo.com
- ♦ **Location of Site:**
Same
- ♦ **Applicant's description of business:**
Subcontracting for A/C installation & service. There will be no deliveries to the residence.
One Ford F-150 econo van. No materials stored at home.

SITE – SPECIFIC INFORMATION

- ♦ **Existing Land Use and Zoning:**
Single-family residence in an M-2 zoning district.
- ♦ **Surrounding Land Uses and Zoning:**
The site is surrounded by residential uses and M-2 zoning.
- ♦ **Traffic Access and parking:**
The property is developed with a hard surface that can accommodate two passenger vehicles.

APPLICABLE REGULATIONS

Regulations for Home Occupations: Appendix A. Section XXII

B. Permit Process:

1. **Pre-Application Orientation:** The Planning Director, or his designated staff, shall advise citizens of the regulations for home occupations such as appropriate activities for home occupations, operational regulations, and consequences for violating operational regulations. The Planning Director, or his designated staff, shall determine whether the premises to be permitted is in compliance with the St. Charles Parish code of Ordinances, or what measures must be taken to bring the premises into compliance prior to consideration of an application for a home occupation permit.
2. **Application:** A citizen who proposes appropriate activities at a residence that is not under citation for violation of this Code may apply for a permit for a home occupation. The fee shall be two hundred dollars (\$200.00). The applicant will agree to follow operational regulations. When an applicant does not own the subject property, the applicant must provide notarized endorsement of the application by the property owner.
3. **Departmental Review:** The Planning Director, or his designated staff, shall determine whether the proposed activity complies with the operational regulations of this section. The operational regulations are a guideline.
4. **Public Notice and Comment:**
 - a. Once the Planning Director has determined that the proposed activity meets the general parameters of this code and the operational requirements of this section, the property shall be posted for ten (10) days with a sign stating that the resident has applied for a permit to operate a home occupation and that the Department of Planning and Zoning will receive and record public comment on the application for the same ten (10) calendar days.
 - b. A copy of the application shall be forwarded to the District Councilman and both Councilman-At-Large.
5. **Determination:** The Planning Director shall consider the nature of the home occupation, the operational regulations, the relationship of the proposed home occupation to neighboring properties, requirements for state permits and licenses, and take one of the following actions:

- a. Issue a Home Occupational Permit with or without written conditions, for those occupations that do not require state permit or license.
- b. Forward applications requiring state permits or licenses along with a recommendation of the Department to the Planning and Zoning Commission for public hearing and recommendation and to the Parish Council for public hearing and decision.
- c. Deny the application.

C. Operational Regulations:

1. All products produced for sale must be hand manufactured or grown on the premises using only hand tools or domestic mechanical equipment. Such domestic mechanical equipment shall not exceed two (2) horsepower per piece of equipment, and the sum total of all such equipment shall not exceed six (6) horsepower. A single kiln shall not exceed eight (8) kilowatts or the equivalent in a gas-fired fixture.
2. All sales of products, including those produced or grown on the premises, and the performance of all services shall take place off the premises. However, the Planning Director may permit on-premises sales or the performance of services as a condition of a home occupation permit when it may be found that such sales or services will not produce any detrimental effects upon the surrounding neighborhood. This may include but is not limited to snowball stands, tax and legal services. The Department may impose conditions regulating the duration, scope, and size of operation.
3. There shall be no signs posted which indicate the existence of the home occupation.
4. No licensed vehicle in excess of one (1) ton (manufacturer's rating), and no more than one (1) licensed motorized vehicle, shall be utilized by any resident of the premises in connection with the home occupation. (Ord. No. 03-8-11, § I, 8-18-03)
5. Only the residents of the premises shall be engaged in the home occupation.
6. There shall be no outdoor storage of materials or products on the premises except as otherwise permitted by the Planning Director. Indoor storage of material or products shall not exceed twenty (20) percent of the gross floor area of the dwelling.
7. Home occupations, except for horticultural uses, shall be conducted only within a structure on the premises.
8. The home occupation shall not eliminate required off-street parking.
9. The home occupation shall not cause any external effect associated with the home occupation, such as increased noise, excessive traffic, excessive lighting, or offensive odor, which is incompatible with the characteristics of the residential zone, or in violation of the revisions of any applicable governmental code. There shall be no illegal discharge of materials, fluids, or gases into the sewer system, or any other manner of discharging such items in violation of any applicable governmental code.
10. The resident or residents engaged in the home occupation shall possess a current St. Charles Parish Occupational License and health certification from the Parish Health Unit when required. An inspection approval from the State Fire Marshal shall be required when any food preparation requiring ovens or stoves, mechanical equipment, a simple kiln, or gas-fired fixture are necessary for production.
11. Home occupation activities which include the manufacture, sale, or repair firearms (or any related commercial activity) shall be prohibited in R-2 and R-3 residential zoning districts, and shall be additionally prohibited on residentially zoned lots which contain more than one dwelling unit. (Ord. No. 96-7-4, 96-7-4)
12. No alcoholic beverages shall be sold or provided in connection with the operation of a home occupation. (Ord. No. 98-8-1, 8-3-98)
13. Home occupation permit holders shall provide annual evidence of valid occupational licensing as issued by the St. Charles Parish Sheriff's Office. Evidence of occupational licensing shall be provided to the Department of Planning and Zoning by March 31st of each calendar year. (Ord. No. 98-8-14, 8-17-98)

FINDINGS

In December, Mr. Smith completed his application to use his residence as the home office for Southern Express Air Conditioning & Heating, LLC. The corporation was filed with the Secretary of State in May 2012.

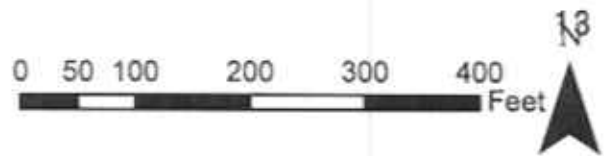
The request appears before the Planning and Zoning Commission because of the need for licensing by the Louisiana State Licensing Board for Contractors.

The request appears to meet the general requirements for home occupations.

DEPARTMENT RECOMMENDATIONS

Approval.

PZHO 2013-01
Requested by James H. Smith
For permission to operate a business
At a residence at 107 champagne Lane, Ama



2013-0004

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B

ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, A, [I.] O-L, 3, e, is hereby amended by adding (3) as follows:
(3) A supporting resolution by the Parish Council.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

2013-0004 Amend Code - Appendix A O-L Cemeteries (12-13-12)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZO-2013-02 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

Planning Department Recommendation:

No Recommendation

Planning Commission Recommendation:

Denial

2013-0005

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B
ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, C; [IV.] C-3, 1, c. Special permit uses, (1) is hereby amended to read as follows:

- (1) Barrooms, night clubs, lounges, and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

2013-0005 Amend Code - Appendix A C-3 Barrooms (12-13-12)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZO-2013-03 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges and dancehalls shall require a supporting resolution of the Parish Council.

Planning Department Recommendation:

No Recommendation

Planning Commission Recommendation:

Denial

2010-0430**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV****CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B****ORDINANCE NO. _____**

An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, D, [I] M-1, 1, c. Special permit uses and structures include the following: (5), is hereby amended, with no changes to any of the subsections of (5), to read as follows:

- (5) Towing yard. Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:

SECTION II. That the Code of Ordinances, Appendix A, Section VI, D; [I] M-1; 1; c. Special permit uses and structures include the following: (7), is hereby amended to read as follows:

- (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

2010-0430 Amend Code - Appendix A M-1 Towing Yards, Barrooms (12-13-12)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZO-2013-01 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c.(5), and Section VI,D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges and dancehalls shall require a supporting resolution of the Parish Council.

Planning Department Recommendation:

No Recommendation

Planning Commission Recommendation:

Denial

2013-0006

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B
ORDINANCE NO. _____**

An ordinance to amend the Code of Ordinances
Appendix A, Section VI, B, [IV.] R-1M, 2, a, to
provide that RV Parks shall require a supporting
resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, B, [IV.]
R-1M, 2. Special permit uses, a, is hereby amended to read as follows:

- a. Include RV parks of one-half acre provided 1) the Special Provisions for RV
Parks [subsection 4 below], other than the minimum site requirement, are
met, and 2) the request receives review and approval by the Planning
Commission and a supporting resolution of the Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was
as follows:

And the ordinance was declared adopted this _____ day of _____, 2013,
to become effective five (5) days after publication in the Official Journal.

2013-0006 Amend Code - Appendix A R-1M RV Parks (12-13-12)

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZO-2013-04 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.

Planning Department Recommendation:

No Recommendation

Planning Commission Recommendation:

Denial

2013-0007

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B
TERRELL WILSON, COUNCILMAN, DISTRICT I**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

- WHEREAS,** The Parish adopted a Comprehensive Land Use Plan that includes a number of policies implementation actions (Ord. No. 11-6-11); and,
WHEREAS, Land Use Policy 1.1 created a Mixed Use Corridor along Paul Maillard Road; and,
WHEREAS, Community Character Policy 2.3 recommended applying for a HUD Community Challenge Planning Grant to fund a detailed plan to revitalize the Paul Maillard Road corridor; and,
WHEREAS, St. Charles Parish was awarded a HUD Community Challenge Planning grant for a Corridor Revitalization Plan for Paul Maillard Road in November 2011; and,
WHEREAS, St. Charles Parish wishes to enter into a professional services agreement with planning, engineering and economic development professionals for the development of said plan; and,
WHEREAS, A citizen based Selection Committee scored the 15 proposals submitted in response to the Parish's RFP for this project; and,
WHEREAS, On September 27, 2012 the Selection Committee interviewed and ranked the three shortlisted firms; and,
WHEREAS, The Selection Committee chose BKI, as the preferred consultant team; and,
WHEREAS, St. Charles Parish agrees to contract with BKI to develop a Corridor Revitalization Plan for Paul Maillard Road, LA 52, for the Parish as defined by the Agreement and Attachment A, Scope of Work with Budget, Attachment B, Personnel, Attachment C, HUD Cooperative Agreement Provisions, and Attachment D, Compliance Provisions for Federally Assisted Contracts and Subcontracts.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52, in the amount of \$416,022.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AGREEMENT FOR PROFESSIONAL SERVICES
Paul Maillard Rd, LA 52 Corridor Revitalization Plan

This agreement is made effective as of this _____ day of _____, 2013, by and between St. Charles Parish, 15045 River Road, Hahnville, LA 70057, and Burk – Kleinpeter, Inc., 4176 Canal St., New Orleans, LA 70119 (BKI).

In this Agreement, the party who is contracting to receive services shall be referred to as "St. Charles Parish", and BKI, the party who will be providing services, shall be referred to as "CONTRACTOR".

CONTRACTOR has extensive experience concerning the *Paul Maillard Road Corridor Revitalization Plan* (PROJECT) and is willing to provide services to St. Charles Parish based on this experience.

St. Charles Parish desires to utilize the knowledge and experience provided by the CONTRACTOR, through specified personnel. (See ATTACHMENT B.)

St. Charles Parish has obtained a grant from the US Department of Housing and Urban Development (HUD) Office of Housing and Sustainable Communities (OHSC) for said project. Grant funds will be used to pay these Professional Services. As required, the HUD OHSC Terms and Conditions for FY 2011 NOFA are attached and incorporated, herein (ATTACHMENT C).

Compliance Provisions for Federally Assisted Contracts and Subcontracts, including those required by HUD 24 CFR 85.36 (i), are attached and incorporated herein (ATTACHMENT D).

Therefore, the parties agree as follows:

1. **AGREEMENT PERIOD.** Subject to its other provisions the term of this Agreement shall commence on the above written effective date and terminate on December 31, 2014.
2. **DESCRIPTION OF SERVICES.** The CONTRACTOR will complete the scope of work described in the attached Scope of Services. (ATTACHMENT A.)
3. **PERFORMANCE OF SERVICES.** CONTRACTOR shall provide services only with the prior approval of St. Charles Parish. All services provided by CONTRACTOR shall meet the standards of care, as defined as the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. All services provided by CONTRACTOR are subject to acceptance by St. Charles Parish prior to compensation for services.

4. **COMPENSATION AND PAYMENT PROCEDURE.** CONTRACTOR'S compensation, inclusive of cost reimbursements, shall be a lump sum of \$416,022. CONTRACTOR shall submit monthly invoices during the contract period for services rendered on a percent complete basis. Invoices must be received by St. Charles Parish by the 15th day of each month for payments to be made to CONTRACTOR for work completed in the preceding month.
5. **SUPPORT SERVICES.** CONTRACTOR shall provide offices, computers, telephones, vehicles and other such necessary equipment, supplies and personnel to accomplish the successful completion of deliverables.
6. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify and hold St. Charles Parish harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against St. Charles Parish that result from the negligent acts or omissions of CONTRACTOR while engaged upon or in connection with the services required or performed under this agreement.
7. **ASSIGNMENT.** CONTRACTOR'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of St. Charles Parish. See ATTACHMENT B for acceptable CONTRACTOR personnel.
8. **FLOW DOWN PROVISIONS.** The Cooperative Agreement Provisions as defined above are incorporated as ATTACHMENT C to this Agreement, which includes the "Flow Down Provisions" (p. 18, Program Requirement 23). The CONTRACTOR shall comply with the applicable provisions as set forth in said Terms and Conditions or as established by the U.S. Housing and Urban Development (HUD) and the Office of Management and Budget (OMB).
9. **RELATIONSHIP OF PARTIES.** The parties understand that CONTRACTOR is an independent contractor with respect to St. Charles Parish, and not an employee of St. Charles Parish. St. Charles Parish will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR. It is specifically agreed and understood by the parties hereto that St. Charles Parish will not withhold from CONTRACTOR'S monthly compensation any amounts normally withheld for FICA, federal, and state income taxes, retirement, or health benefits. CONTRACTOR will be solely and exclusively responsible for and liable for reporting such compensation to appropriate state and federal taxing agencies.
10. **INJURIES.** CONTRACTOR acknowledges CONTRACTOR'S obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR. CONTRACTOR waives any rights to recovery from St. Charles Parish for any injuries that CONTRACTOR may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid or email, addressed as follows:

If to St. Charles Parish: V. J. St. Pierre, Jr., President
St. Charles Parish
Parish Courthouse
15045 River Road
Hahnville, LA 70057
vj@stcharlesgov.net

If to the Contractor: Michael Chopin, Executive Vice President
Burk – Kleinpeter, Inc.
4176 Canal St.
New Orleans, LA 70119
mchopin@bkusa.com

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.
13. AMENDMENT. The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. CONFIDENTIALITY. The Contractor will maintain no information about any individual client in a manner that would violate the provision of the Privacy Act of 1974, PL 93-579

as amended. CONTRACTOR agrees that CONTRACTOR will not at any time or in any manner, either directly or indirectly, use any information for CONTRACTOR’S own benefit, or divulge, disclose, or communicate in any manner any information about the PROJECT to any third party without the prior written consent of St. Charles Parish. CONTRACTOR will protect the information and treat it as strictly confidential. The only exceptions to this provision are the normal data acquisition and general communication by the CONTRACTOR during the course of the Project that requires interaction with and communication with individuals, firms or agencies, and with individuals, firms, or agencies that are the sources of information/data/input required for and utilized for the Project. A violation of this paragraph shall be a material violation of this Agreement.

- 17. RETURN OF RECORDS. Upon termination of this Agreement, CONTRACTOR shall deliver all records, notes, data, memoranda, models, and equipment of any nature prepared or obtained under the terms of this agreement that are in CONTRACTOR’S possession or under CONTRACTOR’S control and that are St. Charles Parish’s property or relate to St. Charles Parish’s business.
- 18. The Contractor shall not:
 - A. Knowingly employ or contract with an illegal alien to perform work on the PROJECT; or
 - B. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work on the PROJECT.
- 19. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Louisiana.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

V. J. St. Pierre, Jr., President
St. Charles Parish

Michael D. Chopin, Regional Vice President
Burk – Kleinpeter, Inc.

Date

Date

2013-0008

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B
TERRELL WILSON, COUNCILMAN, DISTRICT I**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

WHEREAS, The Center for Planning Excellence (CPEX) is a nonprofit entity that promotes community planning statewide; and,

WHEREAS, CPEX provided technical assistance to St. Charles Parish in the development of a Comprehensive Land Use Plan (CLUP); and,

WHEREAS, CPEX continues to provide technical assistance with implementation of the CLUP; and,

WHEREAS, CPEX was identified as a partner on the Parish's application for a HUD Community Challenge Planning grant; and,

WHEREAS, St. Charles Parish wishes to enter into a professional services agreement with CPEX to assist with public engagement and education and to provide technical assistance during the development of the Revitalization Plan; and,

WHEREAS, The funds for this contract were allocated in the approved 2013 Planning and Zoning budget under professional services; and,

WHEREAS, St. Charles Parish agrees to contract with CPEX to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, for the Parish as defined by the Agreement and Exhibit A, Scope of Work and Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, in the amount of \$65,000.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AGREEMENT FOR PROFESSIONAL SERVICES
Paul Maillard Road, LA 52, Corridor Revitalization Plan

Be It known that this agreement for professional services ("**Agreement**") has been entered into and is effective as of this ____ day of _____, 2013, by and between

The Parish of St. Charles, PO Box 302, Hahnville, La 70057 ("**Client**"), and

Center for Planning Excellence, Inc., 100 Lafayette Street, Baton Rouge, LA 70801 ("**Consultant**"),

under the following terms and conditions:

Article 1.
INTRODUCTION

1.1 Client desires to conduct a corridor plan on Paul Maillard Road, LA 52.

1.2 At the request of Client, Consultant will assist Client in conducting outreach services and meeting facilitation during the Paul Maillard Corridor Planning effort ("**Services**") to stimulate ideas for area redevelopment and investment, as a first step towards implementing the St. Charles Parish Comprehensive Plan.

1.3 With the support of the Client, Consultant will provide the Services.

1.4 Consultant represents that it has the present capacity and is experienced and qualified to perform the Services as specified in this Agreement.

Article 2.
CONSULTANT'S SERVICES

2.1 Consultant shall complete the Services which will include, without limitation, the tasks and deliverables outlined in Exhibit "A", attached hereto.

2.2 The Services shall be diligently performed by the regular professional and technical staff of Consultant as outlined in Exhibit "B", attached hereto. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of Client.

2.3 Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee or agent of Client for any purpose, nor shall Consultant and Client be deemed to be joint ventures in any respect.

Article 3.
AGREEMENT TERM

The term of this Agreement ("**Term**") shall begin on January 22, 2013 and shall end on January 1, 2015.

Article 4.
TERMINATION OF AGREEMENT

4.1 Either Consultant or Client may terminate this Agreement, with or without reason, by providing ten (10) days written notice to the other, which notice shall state the date of termination.

4.2 In the event that Consultant's Services are terminated or if Consultant shall be discharged before all of the Services are performed, Client shall pay to Consultant the payment identified in Article 5 of this Agreement ("**Payment Terms**") based on the fractional amount of work performed by Consultant prior to termination or discharge.

Article 5.
PAYMENT TERMS

5.1 For the work that Consultant performs, Client shall pay Consultant Sixty-five Thousand (**\$65,000**) Dollars. The budget is approximated by phase in the Scope of Services. Consultant will invoice on a percent complete basis to be paid by Client within thirty (30) days. This payment represents the expenses Consultant will incur as it performs the services listed above.

5.2 All expenses, charges and fees are included in Services and shall not be reimbursable.

Article 6.
USE OF CONSULTANT'S DOCUMENTS

6.1 The documents, plans, studies, analysis, deliverables and other work product prepared by Consultant for the Project are works for hire contracted for pursuant to this Agreement. Client shall be deemed the owner of these documents and other work product and shall be transferred all law, statutory, and other rights including copyright.

6.2 Upon completion of the Services or earlier termination of this Agreement for any reason and payment by Client, Consultant shall deliver all such materials to Client.

Article 7.
PUBLICATION

Consultant shall have the right to reference the Project subject to the approval of Client among Consultant's promotional and professional materials. Client shall have the right to reference Consultant's names in its materials related to the Project.

**Article 8.
CLIENT'S RESPONSIBILITIES**

Client shall provide available information regarding its requirements outlined in the Services, including related budgetary information.

**Article 9.
PROFESSIONAL RESPONSIBILITY**

All of the work performed by Consultant shall be performed in accordance with the standard of care, skill and due diligence provided by competent professionals who perform work or services of a similar nature to the Services.

**Article 10.
MISCELLANEOUS PROVISIONS**

10.1 Conflict of Interest. Consultant agrees that no official, officer or employee of Client shall have any personal or beneficial interest whatsoever in the Services.

10.2 Confidentiality. Except as provided by law, Consultant agrees not to divulge or release any information, report, research, analysis or recommendation developed or obtained in connection with the performance of the Services, except to authorized personnel upon the prior written approval of Client.

10.3 Notice. For the purpose of this Agreement, notices, demands and all other communications provided in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepared, or by any overnight delivery service providing tracking information and delivery confirmation, addressed as follows:

If to Consultant: Center for Planning Excellence, Inc.
Attn: Ms. Elizabeth "Boo" Thomas
100 Lafayette Street,
Baton Rouge, Louisiana 70801

If to Client: The Parish of St. Charles
V.J. St. Pierre, Jr.
Parish President
P.O. Box 302
Hahnville, La 70057

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10.4 Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of Louisiana. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement may be brought in East Baton Rouge Parish.

10.5 No Third Party Beneficiaries. It is expressly understood and agreed that the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Client and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person.

10.6 Time is of the Essence. The parties agree that the performance of the terms, conditions and requirements of this Agreement by Consultant, time is of the essence.

10.7 Severability or Limitation. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If any statute or regulation limits fees that may be earned by this type of contract then this Agreement shall be limited to the maximum allowed by any such statute or regulation.

10.8 Assignment. This Agreement shall be not be assignable by Consultant.

10.9 Binding Effect. Client and Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the members, managers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

10.10 Amendment. This Agreement may be altered, amended, extended or renewed only by mutual written agreement of the parties.

10.11 Mediation. The parties shall attempt to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question as arisen.

10.12 Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

10.13 Entire Agreement. This Agreement sets forth the entire agreement of the parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any member, manager, officer, employee or representative of any party hereto; and any prior agreement of the parties in respect of the subject matter contained herein is hereby terminated and cancelled.

10.14 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms or provisions hereof.

10.15 Multiple Counterparts. This Agreement may be executed in multiple counterparts and, as so executed, shall constitute one agreement binding on the parties hereto, notwithstanding that both parties have not executed the original or the same counterpart.

10.16 Indemnification. Client hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees

and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the performance of the Scope of Work, except to the extent that such claims, liabilities, losses or expenses arise from gross negligence of Consultant in the performance of its duties.

10.17 Release. Client hereby releases Consultant, to the fullest extent permitted by law, from any claims, causes of action, liability or damages resulting from or related to the performance of the Scope of Work by Consultant.

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this ____ day of _____, 2013.

WITNESSES: **CENTER FOR PLANNING EXCELLENCE, INC.**

Print Name: _____ Elizabeth "Boo" Thomas
President

Print Name: _____

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this ____ day of _____, 2013.

WITNESSES: **The Parish of St. Charles**

Print Name: _____ V.J. St. Pierre, Jr.
Parish President

Print Name: _____

2013-0009

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
ORDINANCE NO. _____

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **"No Overnight Parking"** signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

WHEREAS, Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

WHEREAS, In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that **"No Overnight Parking"** signs shall be installed on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2013 to become effective five (5) days after publication in the Official Journal.

No Overnight Parking on several streets in Avalon Subdivision, Hahnville

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2012-14 requested by David Williams for zoning reclassification from CR-1 to R-1A(M) for a lot measuring 50 ft. fronting Paul Maillard Road by 67 ft. between equal and parallel lines, at 1076 Paul Maillard Road, Luling. Council District 2

Planning Department Recommendation:

Denial

Planning Commission Recommendation:

Approval